

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

WESTMINSTER AMERICAN INSURANCE COMPANY <i>Plaintiff</i>	: : : : : : : :	CIVIL ACTION NO. 19-539
v.	: : : : : : : :	
SPRUCE 1530, LLC <i>et al.</i> , <i>Defendants</i>		

ORDER

AND NOW, this 17th day of June 2020, upon consideration of:

1. the *motion for summary judgment* filed by Plaintiff Westminster American Insurance Company (“Westminster”), [ECF 10]; the response in opposition thereto filed by Defendants Spruce 1530, LLC, and Al Shapiro (collectively, “Spruce 1530”), [ECF 15]; and
2. the *cross-motion for partial summary judgment* filed by Spruce 1530, [ECF 14]; the response in opposition thereto filed by Westminster, [ECF 17]; and Spruce 1530’s reply, [ECF 20];

it is hereby **ORDERED** that, for the reasons set forth in the accompanying Memorandum Opinion, Westminster’s motion, [ECF 10], is **GRANTED**, and Spruce 1530’s cross-motion, [ECF 14], is **DENIED**.

It is further **ORDERED** that **JUDGMENT** is entered in favor of Plaintiff, Westminster American Insurance Company. Consequently, it is declared that: (a) Westminster is not obligated to defend or indemnify Spruce 1530 against the claims alleged by Touraine, L.P. in the civil action captioned *Touraine, L.P. v. Spruce 1530 LLC et al.*, No. 170603620 (C.P. Phila.) (the “Underlying State Action”); and (b) Westminster is not obligated to reimburse Defendants for costs, fees and expenses incurred prior to Westminster’s receipt of notice of the Underlying State Action.

BY THE COURT:

/s/ Nitza I. Quiñones Alejandro

NITZA I. QUIÑONES ALEJANDRO

Judge, United States District Court